

SECTION B SCHEDULE CONTINUATION ADDENDUM

(a) This is a Not-to-Exceed type contract with firm-fixed-price provisions. The quantities listed below in the schedule are estimated, the types of units and unit prices shall remain fixed (blocks 22 and 23), and the total amount awarded for each function shall not be exceeded without modification to this contract.

(b) The basic requirement for October 2002 and all options in the schedule below shall be priced. Section C below provides a further description of the requirements, and is based on previous contracts. Alternate proposals will be considered (see Section M herein). Section G below provides reimbursement procedures. Section I contains clauses required by the Federal Acquisition Regulations and its supplements. Sections K – M either require responses in the proposals or contain instructions for proposals.

(c) The orientation/banquet meeting shall be held the first night of each Interview Function. Interviews will be held at the Naval Undersea Warfare Center, Division Newport on the second day requiring a second night's stay for some interviewees.

(d) The offeror shall complete the unit price (block 23 below) and estimated amount (block 24 below). The offeror shall total the prices for each function, the prices for the Government's fiscal year, and the prices for all three (3) years in the appropriate blocks.

(e) Offers for less than the total quantity for all items specified are UNACCEPTABLE.

NAVAL UNDERSEA WARFARE CENTER, DIVISION NEWPORT (NUWCDIVNPT) INTERVIEW FUNCTION FOR _____[dates]. (23 and 24 October 2002 are preferred. Offerors shall fill-in the dates proposed for October 2002.)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0001	Guest Rooms per Clause C1 below.				
0001AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0001AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0002	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0002AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0002AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0002AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0002AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0002AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0002AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0002AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0002AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0002AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0002AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0002AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0002AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0002AN	Service Charge (percentage: _____%)	1	LO	_____%	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0001 and 0002)				\$ _____

OPTION A -- NUWCDIVNPT FUNCTION FOR _____ [dates] (20 and 21 November 2002 are preferred. Offerors shall fill-in the dates proposed for November 2002.)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0003	Guest Rooms per Clause C1 below.				
0003AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0003AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0004	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0004AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0004AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0004AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0004AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0004AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0004AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0004AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0004AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0004AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0004AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0004AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0004AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0004AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0003 and 0004)				\$ _____

OPTION B -- NUWCDIVNPT FUNCTION FOR _____ [dates]. (11 and 12 December 2002 are preferred. Offerors shall fill-in the dates proposed for December 2002.)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0005	Guest Rooms per Clause C1 below.				
0005AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0005AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0006	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0006AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0006AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0006AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0006AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0006AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0006AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0006AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0006AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0006AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0006AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0006AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0006AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0006AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0005 and 0006)				\$ _____

OPTION C -- NUWCDIVNPT FUNCTION FOR _____ [dates]. (12 and 13 February 2003 are preferred. Offerors shall fill-in the dates proposed for February 2003.)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0007	Guest Rooms per Clause C1 below.				
0007AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0007AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0008	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0008AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0008AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0008AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0008AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0008AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0008AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0008AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0008AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0008AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0008AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0008AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0008AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0008AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0007 and 0008)				\$ _____

OPTION D -- NUWCDIVNPT FUNCTION FOR _____ [dates]. (19 and 20 March 2003 are preferred. Offerors shall fill-in the dates proposed for March 2003.)

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0009	Guest Rooms per Clause C1 below.				
0009AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0009AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0010	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0010AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0010AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0010AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0010AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0010AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0010AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0010AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0010AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0010AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0010AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0010AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0010AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0010AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0009 and 0010)				\$ _____

TOTAL AMOUNT FOR ALL FIVE (5) FUNCTIONS: \$ _____

FISCAL YEAR 04

OPTION E -- NUWCDIVNPT FUNCTION FOR OCTOBER 2003. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0011	Guest Rooms per Clause C1 below.				
0011AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0011AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0012	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0012AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0012AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0012AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0012AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0012AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0012AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0012AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0012AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0012AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0012AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0012AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0012AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0012AN	Service Charge (percentage: _____ %)	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0011 and 0012)				\$ _____

OPTION F -- NUWCDIVNPT FUNCTION FOR NOVEMBER 2003. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0013	Guest Rooms per Clause C1 below.				
0013AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0013AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0014	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0014AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0014AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0014AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0014AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0014AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0014AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0014AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0014AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0014AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0014AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0014AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0014AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0014AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0013 and 0014)				\$ _____

OPTION G -- NUWCDIVNPT FUNCTION FOR DECEMBER 2003. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0015	Guest Rooms per Clause C1 below.				
0015AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0015AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0016	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0016AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0016AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0016AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0016AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0016AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0016AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0016AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0016AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0016AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0016AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0016AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0016AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0016AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0015 and 0016)				\$ _____

OPTION H -- NUWCDIVNPT FUNCTION FOR FEBRUARY 2004. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0017	Guest Rooms per Clause C1 below.				
0017AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0017AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0018	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0018AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0018AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0018AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0018AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0018AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0018AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0018AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0018AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0018AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0018AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0018AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0018AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0018AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0017 and 0018)				\$ _____

OPTION J -- NUWCDIVNPT FUNCTION FOR MARCH 2004. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0019	Guest Rooms per Clause C1 below.				
0019AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0019AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0020	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0020AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0020AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0020AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0020AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0020AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0020AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0020AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0020AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0020AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0020AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0020AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0020AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0020AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0019 and 0020)				\$ _____

TOTAL AMOUNT FOR ALL FIVE (5) FUNCTIONS: \$ _____

FISCAL YEAR 05

OPTION K NUWCDIVNPT FUNCTION FOR OCTOBER 2004. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0021	Guest Rooms per Clause C1 below.				
0021AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0021AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0022	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0022AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0022AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0022AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0022AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0022AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0022AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0022AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0022AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0022AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0022AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0022AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0022AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0022AN	Service Charge (percentage: _____ %)	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0021 and 0022)				\$ _____

OPTION L -- NUWCDIVNPT FUNCTION FOR NOVEMBER 2004. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0023	Guest Rooms per Clause C1 below.				
0023AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0023AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0024	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0024AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0024AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0024AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0024AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0024AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0024AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0024AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0024AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0024AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0024AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0024AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0024AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0024AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0023 and 0024)				\$ _____

OPTION M -- NUWCDIVNPT FUNCTION FOR DECEMBER 2004. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0025	Guest Rooms per Clause C1 below.				
0025AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0025AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0026	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0026AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0026AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0026AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0026AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0026AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0026AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0026AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0026AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0026AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0026AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0026AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0026AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0026AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0025 and 0026)				\$ _____

OPTION N -- NUWCDIVNPT FUNCTION FOR FEBRUARY 2005. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0027	Guest Rooms per Clause C1 below.				
0027AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0027AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0028	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0028AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0028AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0028AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0028AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0028AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0028AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0028AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0028AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0028AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0028AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0028AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0028AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0028AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0027 and 0028)				\$ _____

OPTION P-- NUWCDIVNPT FUNCTION FOR MARCH 2005. Dates shall be negotiated before the Option is exercised.

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. ESTIMATED QUANTITY	22. UNIT	23. UNIT PRICE	24. ESTIMATED AMOUNT
0029	Guest Rooms per Clause C1 below.				
0029AA	Guest Rooms for the first night.	65	Rooms	\$ _____	\$ _____
0029AB	Guest Rooms for the second night.	15	Rooms	\$ _____	\$ _____
0030	Function: room rental, food, beverage and Service Charge per Clause C2 below. Foods listed are preferred, but see Section M herein.				
0030AA	Standing Podium with Light and Microphone	1	Each	\$ _____	\$ _____
0030AB	Projection Cart, Skirt, Tripod Screen, Powerstrip and Extension Cords	1	Each	\$ _____	\$ _____
0030AC	Montage of International and Domestic Cheeses	100	Person	\$ _____	\$ _____
0030AD	Chips, Crackers, Smartfood and Dips	100	Person	\$ _____	\$ _____
0030AE	Garden Vegetable Display and Dip	100	Person	\$ _____	\$ _____
0030AF	Fried Chicken Sesame	250	Piece	\$ _____	\$ _____
0030AG	Bacon Wrapped Scallops	350	Piece	\$ _____	\$ _____
0030AH	Italian Sausage Calzones	250	Piece	\$ _____	\$ _____
0030AJ	Whole Roast Turkey	100	Person	\$ _____	\$ _____
0030AK	Stripped Sunfried Tomato & Basil Ravioli	100	Person	\$ _____	\$ _____
0030AL	Assorted Soft Drinks	150	Each	\$ _____	\$ _____
0030AM	Meeting Room Set-Up Fee	1	Each	\$ _____	\$ _____
0030AN	Service Charge	1	LO	_____ %	\$ _____
	TOTAL NOT-TO-EXCEED AMOUNT : (CLINs 0029 and 0030)				\$ _____

TOTAL AMOUNT FOR ALL FIVE (5) FUNCTIONS: \$ _____

TOTAL AMOUNT FOR ALL LINE ITEMS (ALL 3 YEARS): \$ _____

SECTION C

C1 GUEST ROOMS

- (a) The Hotel shall provide and the Naval Undersea Warfare Center Division Newport will be responsible for utilizing an estimate of 65 standard rooms (the actual number of rooms to be specified three (3) working days prior to the function) for the first night of each function. The Hotel shall provide and the Naval Undersea Warfare Center will be responsible for utilizing an estimate of 15 standard rooms (the actual number of rooms to be specified three (3) working days prior to the function) for the night following each orientation and interview function.
- (b) Reservations for the Event will be made by individual attendees directly with Hotel reservations at _____(telephone number). Reservations are guaranteed in accordance with this order.
- (c) Attendees will be responsible for incidental charges, such as telephone usage and room service. Only the guestroom rate as priced in Section B above is the responsibility of the Naval Undersea Warfare Center. The Government will provide U.S. Tax Exemption Certificates, SF 1094, for exemption from state and local taxes applicable to the guestroom rate. Room rates shall not include these taxes.
- (d) Attendees will make reservations with the hotel 3 days before the function date (the “Cut-Off Date”). At the Cut-Off Date, the Hotel may review the reservation pickup for the Event, release the unreserved rooms for general sale, and determine whether it can accept reservations based on a space-and-rate-available basis at the Guest Room rate specified in Section B above after this date.
- (e) If the Hotel releases rooms for general sale after this date and the rooms are re-sold, the Naval Undersea Warfare Center is not liable for these rooms. Otherwise, the Naval Undersea Warfare Center agrees that a loss will be incurred by the Hotel should there be a reduction greater than 10% in Total Room Nights actually used. Should the room nights actually used by the Naval Undersea Warfare Center or by resale be less than 90% of the Total Room Nights cited in subsection (a) above, the Naval Undersea Warfare Center agrees to pay the difference between 90% of the Total Room Nights and the Naval Undersea Warfare Center’s actual usage of rooms not re-sold, multiplied by the room rate as priced in Section B above.
- (f) Check-In Time is _____ p.m. Checkout Time is _____ a.m.
- (g) The Hotel shall provide free parking for hotel guests and attendees of the Interview Function. Many of the students will arrive by private cars as well as airport shuttle. Employees of the Naval Undersea Warfare Center, who are attending the orientation meeting, will need parking spaces as well.

C2 INTERVIEW FUNCTION

- (a) The Hotel shall provide the function space, equipment, and food and beverage services as set forth in Section B above. Emergency substitutions for food items are allowable, but shall be equal in value.
- (b) Agenda shall include:

5:00p-6:30p	Room Ready	Theater Style	100 people
6:30p-8:30p	Reception	Theater or Lounge Style	100 people
7:30p-10:00p	Meeting	Theater Style	100 people

The size of the function room reserved for each program shall accommodate the agenda as outlined above. If the guaranteed number of attendees drops, the hotel may move the function to a room with lesser square footage.

- (c) Registration: The hotel shall provide two (2) registration tables with two (2) chairs and a wastebasket for registration.
- (d) Meeting: The hotel shall provide three (3) skirted display tables in the front of the room and a water station for the meeting.

- (e) The Government will guarantee the amount of food and beverage three (3) working days prior to the function.
- (f) All hors d'oeuvres shall be stationed and remain available until the Government has informed the banquet captain that they are no longer needed.

C3 OPTIONS FOR SPECIFIC LINE ITEMS

This contract is renewable at the prices stated in Section B above at the option of the Government. The Naval Undersea Warfare Center, Division Newport will give notice of intent to renew to the Contractor 30 days prior to the Function Date. Such a preliminary notice of intent to renew shall not be deemed to commit the Government to renewals. If the Government exercises options for renewal, the contract as renewed shall be deemed to include this option provision. The Contracting Officer shall give the Contractor a written modification with funding and exercise the option at least 5 working days before the Function Date.

SECTIONS D, E, AND F ARE INTENTIONALLY OMITTED.

SECTION G

G1 DIRECT ALL PAYMENT INQUIRIES TO:

1. If your company's name begins with "A" through "I", contact Nancy Freeman at 401-832-5953.
2. If your company's name begins with "J" through "Z", contact Martha Heitzenrater at 401-832-5957.
3. The FAX number for Receipt Control is 401-832-3075

G2 LIMITATION OF LIABILITY - ADJUSTMENTS TO SERVICES

(a) **Limitation of liability.** This order is subject to a "not-to-exceed" funding limitation and the amount currently available for payment hereunder is limited to **\$ (to be specified at award)**. No legal liability on the part of the Government for payment in excess of this amount shall arise unless additional funds are made available and are incorporated as a modification to this order. If the contractor cannot perform in exact accordance with this order, notify the contracting officer immediately, giving your quotation.

(b) **Invoicing.** The contractor shall submit invoices to the contracting officer's representative:

Name: (to be specified at award)

Mailing Address: Naval Undersea Warfare Center Division, Newport
1176 Howell Street
Newport, RI 02841-1708

Telephone: 401-832-(to be specified at award)

Fax Number: 401-832-(to be specified at award)

E-Mail address: (to be specified at award)

(c) **Payment.** The Government will approve the invoice by signing and forwarding the invoice to the point of contact in Clause G1 above, Code 0221. For payments by BankCard, once the contractor is notified of approval, the contractor shall call the point of contact in Clause G1 above to obtain the account number of the Government Purchase Card (presently Mastercard) to be charged. Payment is subject to the Prompt Payment Act and per FAR 52.212-4.

G14 CONTRACTOR'S POINT OF CONTACT

The contractor's point of contact for performance under this contract is:

Name: * _____
Title: _____
Address: _____
Telephone: _____

* Offeror shall fill in the above information.

G15 NOTE TO PAYMENT OFFICE - ADDRESS OF PAYEE

The Paying Office will mail payments to:

* _____

* Offerors should complete the above if they wish payments to be sent to an address other than that shown on the contract face. Invoices should also specifically inform the paying office of this address.

SECTIONS H IS INTENTIONALLY OMITTED.

SECTION I CONTRACT CLAUSES ADDENDUM

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755);
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
- ☐ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- ☐ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if offeror elects to waive the preference, it shall so indicate in its offer).
- ☐ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).
 - ☐ (ii) Alternate I to 52.219-5.
 - ☐ (iii) Alternate II to 52.219-5.
- ☒ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
- ☐ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).
- ☐ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).
- ☐ (8), (9) and (10) are not applicable to this acquisition.

- ☒ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- ☒ (12) 52.222-26, Equal Opportunity (E.O. 11246).
- ☒ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
- ☒ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
- ☒ (16) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (E.O. 13126).
- ☒ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (18) through (26) are not applicable to this acquisition.
- ___ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 522a).
- ___ (28) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- ___ (1) 52.222-41, Service Contract Act of 1965, as Amended (41 U.S.C. 351, et seq.).
- ___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).
- ___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- ___ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) This paragraph is not applicable to this acquisition.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).
- (5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (APR 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

- ___ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207)

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive Orders applicable to acquisitions of commercial items or components.

- ___ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416)
- ___ 252.206-7000, Domestic Source Restriction (DEC 1991) (10 U.S.C.2304)
- ___ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637)

- ___ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note)
- X 252.225-7001, Buy American Act and Balance of Payments Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).
- ___ 252.225-7007, Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- X 252.225-7012, Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a)
- ___ 252.225-7014, Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).
- ___ 252.225-7015, Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).
- ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (___ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).
- ___ 252.225-7021, Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).
- ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779)
- ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755)
- ___ 252.225-7029, Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).
- ___ 252.225-7036, Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program (MAR 1998) (___ Alternate I) (SEP 1999) (41 U.S.C. 10a -10d and 19 U.S.C. 3301 note).
- ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
- ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
- X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410)
- ___ 252.247-7023, Transportation of Supplies by Sea (MAR 2000) (___ Alternate I (MAR 2000) (___ Alternate II (MAR 2000) (10 U.S.C. 2631)
- ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

- 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a)
- 252.247-7023, Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
- 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)

ADDITIONAL CONTRACT TERMS AND CONDITIONS -- APPLICABLE WHEN CHECKED.

- ___ **52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)**
- ___ **52.232-33, PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION) (MAY 1999) – REQUIRED IF PAYMENT IS NOT MADE BY BANKCARD.**
- ___ **252.204-7004, REQUIRED CENTRAL CONTRACTOR REGISTRATION (MAR 1998) – REQUIRED IF PAYMENT IS NOT MADE BY BANKCARD.**
- X **52.232-36, PAYMENT BY THIRD PARTY (MAY 1999)**

SECTIONS J IS INTENTIONALLY OMITTED.

SECTION K OFFEROR REPRESENTATIONS AND CERTIFICATIONS.

Complete the information required below and provide a copy with your offer.

CONTRACTOR IDENTIFICATION:

DUNS number is: _____

CAGE code is: _____

**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS
(MAY 2002) -- ALT I (FEB 2002) -- ALT III (OCT 2000)**

(a) *Definitions.* As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

"Service-disabled veteran-owned small business concern"-

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(b) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701).

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____.
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of the Federal Government;

(4) *Type of organization.*

- ☐ Sole proprietorship
- ☐ Partnership
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

(5) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent.
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.
- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]. The offeror represents that it ☐ is, a women-owned business concern.

(7), (8) and (9) are not applicable to this acquisition

(10) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.) *[The offeror shall check the category in which its ownership falls]:*

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(11) *HUBZone small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of

Qualified HUBZone Small Business Concerns Maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the

representation in paragraph (c)(11)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) *Previous Contracts and Compliance.* The offeror represents that --

(i) It ☐ has, ☐ has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not, filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that --

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f), and (g) are not applicable to this acquisition.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals ☐ are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ☐ are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) is not applicable to this acquisition.

252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (NOV 1995)

(a) Definitions. As used in this clause--

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) Certification. By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it--

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) Representation of Extent of Transportation by Sea. (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it--

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

_____ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

SOLICITATION PROVISIONS

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

LX2 NOTICES TO OFFERORS (NOV 1999)

- (a) It is the offeror's responsibility to ensure delivery of the proposal to the Bid Depository by the time and date specified on the solicitation form. FAR Provision 52.212-1 (Clause L12-1 below) provides regulatory guidance concerning the timeliness of bids or proposals. Offerors should read this provision before determining which method of transmittal is appropriate.
- (b) Clearly indicate the solicitation number and the closing time and date on the outside of the package containing the offer.
- (c) Offerors are cautioned that certain prior approval procedures (e.g., visitor's pass, badging, etc.) must be followed to gain access to the Naval Station Newport. These procedures may cause time delays and are considered part of the responsibility of the offeror.

L4 FACSIMILE PROPOSALS AND BIDS NOT AUTHORIZED

Facsimile proposals (bids) are not authorized for this acquisition. "Facsimile proposal (bid)," as used in this solicitation, means a proposal (bid), modification of a proposal (bid), or withdrawal of a proposal (bid) that is transmitted to and received by the Government via electronic equipment that communicates and reproduces both printed and handwritten material.

LX5 CLAUSES AND PROVISIONS WHICH REQUIRE OFFEROR COMPLETION (MAR 2000)

The following sections may contain the indicated form, clauses, provisions, and attachments which, if included in a solicitation, require offeror completion. Offerors should review the solicitation carefully and insert relevant data wherever required.

Section A - Forms. SF1449 (Solicitation/Contract). Blocks 17 and 30.

Section B - Supplies/Services and Prices. All Supplies/Services and Prices clauses

Section C – fill in Clause C1.

Section G - Contract Administration Data. Clauses G14 and G15

Section K - Representations, Certifications, and Other Statements of Offeror.

All required certifications and representations

Section M - requires a written proposal that addresses all points.

L12-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL ITEMS (OCT 2000) (FAR 52.212-1)

- (a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.
- (b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --
- (1) The solicitation number;
 - (2) The time specified in the solicitation for receipt of offers;
 - (3) The name, address, and telephone number of the offeror;

- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3;
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2) (i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and-

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) *Contract award (not applicable to Invitation for Bids).* The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) *Multiple awards.* The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) *Availability of requirements documents cited in the solicitation.*

- (1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section
Suite 8100
470 L'Enfant Plaza, SW
Washington, DC 20407
Telephone (202) 619-8925)
Facsimile (202 619-8978).

- (ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

- (2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

Department of Defense Single Stock Point (DoDSSP)
Building 4, Section D
700 Robbins Avenue
Philadelphia, PA 19111-5094
Telephone (215) 697-2667/2179; Facsimile (215) 697-1462.

- (i) Automatic distribution may be obtained on a subscription basis.

- (ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://www.dodssp.daps.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

SECTION M EVALUATION -- COMMERCIAL ITEMS (JAN 1999) (FAR 52.212-2)

(a) Award will be made to that responsible offeror whose proposal, conforming to the solicitation, is determined to offer the best value to the Government. The following factors will be used to evaluate offers for best value to the Government:

- (1) Capability
- (2) Past Performance
- (3) Price

NOTE: For evaluation purposes, capability and past performance are weighted equally. When combined, capability and past performance are significantly more important than price.

The offeror must provide a written proposal and descriptive literature that demonstrates that the offeror meets the following criteria for award.

(1) CAPABILITY OF THE SERVICE OFFERED TO MEET THE GOVERNMENT REQUIREMENT:

The hotel shall:

- Be located in Newport, Rhode Island.
- Have enough guest rooms to guarantee approximately 65 rooms the first night and 15 rooms the second night;
- Apply a liberal cancellation policy (provide description in Clause C1 or re-write Clause C1 or attach a sample agreement);
- Have a function room with a capacity for up to 100 people;
- Provide catering services for hot/cold food and soft drinks for up to 100 people;
- Provide both theater with audio/visual equipment and lounge set up in the function room;
- Allow flexibility in adapting to changes in the number of rooms, participants, and special needs required for the event (provide description or attach a sample agreement);
- Agree to accept the Tax Exemption Certificate;
- Provide ample free parking for interviewers and interviewees.
- Provide attractive accommodations;
- Be within walking distance of local restaurants and shops;

Any changes to Section B, Clause C1 and/or Clause C2, other than the required fill-ins, or other clauses must be addressed in the proposal. Section B, Clause C1 and Clause C2 are based on previous agreements with Newport, Rhode Island hotels. Alternative proposals may be submitted with the proposal subject to the determination of best value for the Government.

(2) PAST PERFORMANCE – *provide recent references from corporations, organizations, or other large groups that have held functions at your hotel (maximum 10 in the past two years). If a signed reference is not available, please include names and telephone numbers.*

(3) PRICE - *complete the Schedule Continuation Addendum and all fill-ins.* All spaces with dollar signs (\$) or percentage signs (%) must be filled in and totaled. Dates other than the preferred and second choice dates may be determined unacceptable, because NUWCDIVNPT may not be able to accommodate another schedule.

Any contingencies such as adjustments to prices based on an increase in Government rates per the Joint Travel Regulations shall be explained.

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.